

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

TUWANA REAVES,)	
)	
Plaintiff,)	
)	
v.)	Case No. 4:17-cv-00651-ALM-KPJ
)	
CHARTER COMMUNICATIONS, LLC.)	
)	
Defendant.)	

**JOINT MOTION AND STIPULATION TO ARBITRATION
AND TO DISMISS LITIGATION WITHOUT PREJUDICE**

This Joint Motion and Stipulation to Arbitration and to Dismiss Litigation Without Prejudice is entered into by and between Plaintiff Tuwana Reaves (“Reaves”) and Defendant Charter Communications, LLC (“Charter”), through their respective undersigned counsel, based upon the following facts:

1. Reaves filed her Complaint (Dkt. No. 1) on September 14, 2017.
2. On March 9, 2018, Reaves sought leave (Dkt. No. 8) to file her First Amended Complaint (Dkt. No. 9).
3. This Court granted (Dkt. No. 10) Reaves leave to file her First Amended Complaint, which is deemed filed on March 12, 2018.
4. Reaves served (Dkt. No. 11) her First Amended Complaint on Charter on April 20, 2018.
5. Charter filed its Answer and Affirmative Defenses (Dkt. No. 14) on May 25, 2018, after this Court granted Charter’s unopposed first application for an extension of time (Dkt. No. 13).

6. Charter's First Defense states that Plaintiff's claims are subject to the terms and conditions of Charter's service and subject to a valid and binding arbitration provision. *See* Answer and Affirmative Defenses to First Amended Complaint (Dkt. No. 14), at 3-4.

7. Between May 23 and 28, 2018, counsel for the parties exchanged email correspondence regarding the background of Reaves' account with Charter, including Charter's provision of the documents demonstrating that Reaves assented to the terms and conditions of her account, which included an agreement to arbitrate any dispute.

8. Charter sought a stipulation to arbitrate the dispute between Reaves and Charter in accordance with the terms and conditions of the account. Charter sought the stipulation to save the parties the time and expense of briefing a motion to compel arbitration, as well as to save this Court the time and resources associated with ruling on that motion.

9. On May 29, 2018, Reaves's counsel notified Charter's counsel that Reaves stipulated to the arbitration of this dispute.

10. When all of the issues raised in a lawsuit must be submitted to arbitration, dismissal of the lawsuit is appropriate. *Wethy v. Cash Store & Cash Store*, No. 4:14-CV-809, 2015 WL 2058753, at *2 (E.D. Tex. Apr. 30, 2015) (J. Mazzant).

11. The parties jointly submit that Reaves's claims are subject to arbitration and respectfully request that this action should be dismissed without prejudice.

12. The parties' counsel hereby certify that counsel for Plaintiff and counsel for Defendant had a conference to discuss the relief requested by this motion. That conference culminated in Plaintiff's representation that she consented to the arbitration of this dispute and the filing of this motion. Therefore, this motion is by consent. A proposed order is separately submitted.

ACCORDINGLY, IT IS HEREBY STIPULATED, by and between Plaintiff Tuwana Reaves and Defendant Charter Communications, LLC that Reaves shall arbitrate all claims against Charter pursuant to the terms of their written agreement, and this action is dismissed without prejudice.

DATED: June 13, 2018

Respectfully submitted,

By: /s/ Jenny DeFrancisco (by consent)

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Respectfully submitted,

By: /s/ Lindsey C. Cummings

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Attorney for Defendant

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was filed electronically with the Clerk of the Court to be served via operation of the Court's electronic filing system on this 13th day of June, 2018, to the following:

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/s/ Lindsey C. Cummings